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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

<p>Juliet Kniley,</p> <p>Plaintiff,</p> <p>v.</p> <p>Citibank, N.A. and The Moore Law Group, A Professional Corporation,</p> <p>Defendants.</p>	<p>Case No: _____</p> <p>Complaint For Damages</p> <p>Jury Trial Demanded</p>
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INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter “FDCPA”), to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt

1 collection practices are not competitively disadvantaged, and to promote
2 consistent State action to protect consumers against debt collection abuses.

3 2. The California legislature has determined that the banking and credit system
4 and grantors of credit to consumers are dependent upon the collection of just
5 and owing debts and that unfair or deceptive collection practices undermine
6 the public confidence that is essential to the continued functioning of the
7 banking and credit system and sound extensions of credit to consumers. The
8 Legislature has further determined that there is a need to ensure that debt
9 collectors exercise this responsibility with fairness, honesty and due regard
10 for the debtor's rights and that debt collectors must be prohibited from
11 engaging in unfair or deceptive acts or practices.

12 3. Juliet Kniley, ("Plaintiff"), through Plaintiff's attorneys, brings this action to
13 challenge the actions of Citibank, N.A., ("Citibank"), and The Moore Law
14 Group, A Professional Law Corporation, ("Moore"), collectively,
15 ("Defendants"), with regard to attempts by Defendants to unlawfully and
16 abusively collect a debt allegedly owed by Plaintiff, and this conduct caused
17 Plaintiff damages.

18 4. Plaintiff makes these allegations on information and belief, with the exception
19 of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which
20 Plaintiff alleges on personal knowledge.

21 5. While many violations are described below with specificity, this Complaint
22 alleges violations of the statutes cited in their entirety.

23 6. Unless otherwise stated, all the conduct engaged in by Defendants took place
24 in California.

25 7. Any violations by Defendants were knowing, willful, and intentional, and
26 Defendants did not maintain procedures reasonably adapted to avoid any such
27 violation.
28

8. Through this complaint, Plaintiff does not allege that any state court judgment was entered against Plaintiff in error, and Plaintiff does not seek to reverse or modify any judgment of any state court.

JURISDICTION AND VENUE

9. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

10. This action arises out of Defendants' violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, California Civil Code §§ 1788-1788.32 ("Rosenthal Act").

11. Plaintiff is a natural person who resides in the City of San Francisco, County of San Francisco, State of California.

12. Because Plaintiff resides in San Francisco County, as defined by 28 U.S.C. § 1391c(1), venue is proper pursuant to 28 U.S.C. § 1391b(2).

13. At the time of the substantial part of the events or omissions giving rise to the claim occurred, Plaintiff was physically located in the State of Washington.

14. Because a substantial part of the events or omissions giving rise to the claim occurred in San Francisco County, specifically, Defendants filing suit against Plaintiff in the Superior Court of San Francisco, venue is proper pursuant to 28 U.S.C. § 1391b(2).

15. At all times relevant, Defendants conducted business within the State of California.

PARTIES

16. Plaintiff is a natural person who resides in the City of San Francisco, State of California.

17. Citibank is located in the City of Hawthorne, in the State of New York.

18. Moore is located in the City of Dover, in the State of Delaware.

19. Plaintiff is obligated or allegedly obligated to pay a debt, and is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).
20. Defendants are person who uses an instrumentality of interstate commerce or the mails in a business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another and are therefore debt collectors as that phrase is defined by 15 U.S.C. § 1692a(6).
21. Plaintiff is a natural person from whom a debt collector sought to collect a consumer debt which was due and owing or alleged to be due and owing from Plaintiff, and is a “debtor” as that term is defined by California Civil Code § 1788.2(h).
22. Defendants, in the ordinary course of business, regularly, on behalf of himself, herself, or others, engages in debt collection as that term is defined by California Civil Code § 1788.2(b), and are therefore debt collectors as that term is defined by California Civil Code § 1788.2(c).
23. This case involves money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a consumer debt and “consumer credit” as those terms are defined by Cal. Civ. Code § 1788.2(f).

FACTUAL ALLEGATIONS

24. Sometime before July 2, 2013, Plaintiff is alleged to have incurred certain financial obligations.
25. These financial obligations were primarily for personal, family or household purposes and are therefore a “debt” as that term is defined by 15 U.S.C. §1692a(5).
26. These alleged obligations were money, property, or their equivalent, which is due or owing, or alleged to be due or owing, from a natural person to another person and are therefore a “debt” as that term is defined by California Civil

1 Code §1788.2(d), and a “consumer debt” as that term is defined by California
2 Civil Code §1788.2(f).

3 27. Sometime thereafter, but before July 2, 2013, Plaintiff allegedly fell behind in
4 the payments allegedly owed on the alleged debt. Plaintiff currently takes no
5 position as to the validity of this alleged debt.

6 28. Subsequently, but before July 2, 2013, 2013, the alleged debt was assigned,
7 placed, or otherwise transferred, to Defendants for collection.

8 29. On or about July 2, 2013, 2013, Pursuant to the instructions of Citibank,
9 Moore, acting on behalf of Citibank, filed a state collections lawsuit against
10 Plaintiff in the Superior Court of California, County of San Francisco, Case
11 No. CGC-13-532554.

12 30. Despite filing the State Action in the Superior Court of California, County of
13 San Francisco, Plaintiff did not reside within the jurisdiction of Superior
14 Court of California, County of San Francisco at the time the lawsuit was filed.

15 31. It was not until on or about October 2014 that Plaintiff for the first time
16 became aware of Defendants’ state court lawsuit, Case No. CGC-13-532554.

17 32. Defendants brought a legal action against Plaintiff to enforce an interest in
18 real property securing the alleged obligation in a judicial district or similar
19 legal entity outside of where such real property was located. This conduct by
20 Defendants violated 15 U.S.C. § 1692i.

21 33. Through this conduct, Defendants used a false, deceptive, or misleading
22 representation or means in connection with the collection of a debt.
23 Consequently, Defendants violated 15 U.S.C. § 1692e and 15 U.S.C. §
24 1692e(10).

25 34. Through this conduct, Defendants used false representations or deceptive
26 means to collect or attempt to collect a debt or to obtain information
27 concerning a consumer. Consequently, Defendants violated 15 U.S.C. §
28 1692e and 15 U.S.C. § 1692e(10).

35. Because this violated certain portions of the federal Fair Debt Collection Practices Act as these portions are incorporated by reference in the Rosenthal Fair Debt Collection Practices Act, through California Civil Code § 1788.17, this conduct or omission violated Cal. Civ. Code § 1788.17.

36. On or about October 10, 2014, Plaintiff first became aware of Defendants' lawsuit brought against Plaintiff in the Superior Court of California, County of San Francisco, Case No. CGC-13-532554.

CAUSES OF ACTION

COUNT I

FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

15 U.S.C. §§ 1692 ET SEQ.

(AS TO MOORE ONLY)

37. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

38. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

39. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendants.

COUNT II

ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (ROSENTHAL ACT)

CAL. CIV. CODE §§ 1788-1788.32

40. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

41. The foregoing acts and omissions constitute numerous and multiple violations of the Rosenthal Act, including but not limited to each and every one of the above-cited provisions of the Rosenthal Act, Cal. Civ. Code §§ 1788-1788.32

42. As a result of each and every violation of the Rosenthal Act, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants, and Plaintiff be awarded damages from Defendants, as follows:

- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3);
- An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b);
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c).

43. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted,

Hyde & Swigart

Date: December 2, 2014

By: s/ Crosby S. Connolly
Crosby S. Connolly
Attorneys for Plaintiff